

# STATE OF ARIZONA

# DEPARTMENT OF TRANSPORTATION PROCUREMENT



#### AZFACTS FAX-ON-DEMAND

ADOT SOLICITATION REFERENCE NUMBER: T05-13-00112

Commodity Code: 0220-0014, 0285-0067, 0914-0038

Description: Provide/Install Lighting and Power Systems – Tucson location

DUE DATE: May 2, 2005 at 5:00 P.M. MST

DATE POSTED: April 20, 2005

Submittal Location: Arizona Department of Transportation

**Procurement Group** 

1739 West Jackson Street, Suite A, MD 100P

Phoenix, Arizona 85007-3276

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer: Michelle Carmichael Phone: (602) 712-7686

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

#### "An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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#### 1.0 SCOPE OF WORK

The purpose of this solicitation is to procure services to install a new panel feeder, new panel, new lighting and power systems, per specifications and drawings.

The contractor shall perform work with minimum disruption to daily ADOT Operations at the facility. The contractor may be required to schedule work around normal facility working hours to avoid interference. Normal facility hours are 6:00 a.m. to 3:30 p.m. Monday through Friday.

**PROJECT LOCATION:** ADOT Maintenance Yard (under I-10/I-19 interchange)

2594 South Santa Cruz Lane, Tucson, Arizona

**PROJECT COMPLETION TIME:** Thirty (30) calendar days after notice to proceed or no later than June 30, 2005, whichever comes first. The contractor shall submit a project time line and schedule that details all work to be completed under the contract per the time specified.

**PROJECT PLANS/DRAWINGS:** The plans/drawings may be obtained from the Arizona Department of Transportation (ADOT) Engineer Records Department, 1655 West Jackson Street, Phoenix, Arizona 85007-3217, (602) 712-7498. There is a \$5.00 fee for the project plans/drawings.

PRE-OFFER CONFERENCE: Tuesday, April 26, 2005

9:30 a.m.

2594 South Santa Cruz Lane, Tucson, Arizona

**WALK-THROUGH:** Immediately following Pre-Offer Conference.

**ENGINEER'S ESTIMATE:** The Engineer's construction estimate for this project is \$45,000.00.

## 2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <a href="https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf">https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf</a> or contact Michelle Carmichael at (602) 712-7686.

# 3.0 SPECIAL TERMS AND CONDITIONS

#### 3.1 TERM OF CONTRACT

The term of any resultant contract for the Department shall commence on the date of contract execution and continue for thirty (30) calendar days after notice to proceed or no later than June 30, 2005, whichever comes first, unless terminated, canceled, or extended as otherwise provided herein.

#### 3.2 CONTRACT EXTENSION

The Department reserves the right to unilaterally extend the period of any resultant contract for 31 days beyond the stated expiration date.

## 3.3 PAYMENT

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within 30 days.

#### 3.4 BID EVALUATION

In accordance with the Arizona Procurement Code §41-2535 and R2-7-336, award shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conforms to the solicitation.

## 3.5 INVOICING

Each invoice shall include at a minimum:

Department contract number/purchase order number

SOLICITATION REFERENCE NO. T05-13-00112 PAGE 3 OF 16

- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

Invoice shall be sent to: Arizona Department of Transportation

Facilities Management ATTN: Pat Terry 1444 West Grant Road Tucson, Arizona 85745

The Department will make every effort to process payment for the purchase of product within 30 calendar days after the Department has conducted the necessary reviews, and inspections as described herein.

DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE 30 CALENDAR DAY PAYMENT PERIOD.

#### 3.6 PERFORMANCE STANDARDS

The State relies upon the provision of services in accordance with the contract, therefore, the offeror agrees that time is of the essence, and that contractual commitments shall be met.

#### 3.7 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 3.8 INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for

injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

# 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

20 000 000
\$2,000,000
000
\$1,000,000
\$1,000,000
50,000
\$1,000,000
)

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

# 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

# 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory	
Employers' Liability		
Each Accident	\$ 500,000	
Disease – Each Employee	\$ 500,000	
Disease – Policy Limit	\$1,000,000	

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4.	Builder's Risk	\$	<del></del>	
	In an amount equal to the initial Contract	Amount plus additional	coverage equal to o	ontract
	amount for all subsequent change orders			

- a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- e. The Builder's Risk must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- g. Contractor is responsible for the payment of all deductibles under the Builder's Risk policy.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Michelle Carmichael, CPPB, Contract Officer, 1739 West Jackson Street, Suite A, MD 100P, Phoenix, Arizona 85007 and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with duly <u>licensed or approved</u> non-admitted insurers <u>in the</u> state of Arizona with an "A.M. Best" <u>rating of not less than</u> A- VII. <u>The</u> State of Arizona <u>in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.</u>

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be received within five (5) days of tentative award and sent directly to Michelle Carmichael, CPPB, Contract Officer, 1739 West Jackson Street, Suite A, MD 100P, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### 3.9 REFERENCES

The offer shall include a minimum of 3 references which have utilized the offeror's services within the past twenty-four months. These references shall be from major organizations, which are not directly controlled by the offeror. References shall be provided on Attachment 3 and shall include all requested information. Use additional sheets if necessary. Make certain that all references submitted contain up to date information, as all references will be checked.

## 3.10 LICENSES, PERMITS, ETC.

The Contractor must be licensed in the State of Arizona and must identify the license numbers and types of licenses as they pertain to this solicitation package.

All licenses shall be current and have been and still are in good standings without suspension or interruption with the Registrar of Contractors office. All licenses must be maintained in good standings for the duration of the contract, which includes all contractual requirements throughout the term of the contract.

#### 3.11 PRICES

Prices shall be shown in both words and figures. In a case of discrepancy, the amount in words will govern. In case of error in the extension of prices of the offer, the unit price shall govern. No offer shall be altered, amended or withdrawn after the specified offer due date and time.

#### 3.12 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Michelle Carmichael, CPPB, Contract Officer (602) 712-7686

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

#### 3.13 NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

If intended for the State, to:

Arizona Department of Transportation, Procurement Group 1739 W. Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Attention: Michelle Carmichael, CPPB

#### 3.14 SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

#### 3.15 WARRANTY

The bidder warrants:

That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of delivery/installation.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein.

## 3.16 VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed STATE OF ARIZONA SUBSTITUTE W-9 FORM, Attachment 4 on file with the Procurement Group. No payments shall be made until the form is on file.

#### 3.17 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

#### 3.18 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

#### 3.19 BRAND NAME OR EQUAL

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified. Any bid which proposes products that are of equal quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as an equal, and the Department determines the product to be an equal to the named brand and these specifications.

## 3.20 SUBSTITUTIONS

When specific manufacturers, trade names and materials are specified and indicated, they are to establish a standard of quality for protection of the owner and shall in no way be construed as limiting competition. To obtain approval to substitute for specified materials and/or equipment, offerors shall submit a written request to the Procurement Officer at least five (5) working days before bid date. Requests shall be clearly described by the item for which approval is requested and shall be submitted on the Prior Approval Form (Exhibit 1). REQUESTS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED.

Burden of proof as to the equality of products or materials requested for substitution is upon offeror requesting substitution. All manufacturers' materials submitted for prior approval shall be compatible with, and have the capability of tying into, existing systems where they occur. Contractor shall pay for all adaptations required in the use of all approved substituted products or materials. If product is acceptable, it will be submitted to the architect for approval, upon architect approval, a solicitation amendment will be issued to all offerors on record.

#### 3.21 WALK-THROUGH

All offerors are required to examine carefully the job site and satisfy themselves as to the man-hours and conditions to be encountered in performing the work. Submission of an offer is prima facie evidence that the contractor has examined the work site, drawings, specifications, and amendments. The contractor understands all work and contract requirements and is aware of all conditions that might impact work performance. The Department will conduct a walk-through of the site at the completion of the Pre-Offer Conference which is scheduled on April 26, 2005, 9:30 a.m.

#### 4.0 <u>UNIFORM INSTRUCTIONS TO OFFERORS</u>

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <a href="https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf">https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf</a> or contact Michelle Carmichael at (602) 712-7686.

#### 5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Michelle Carmichael. Responses must be in writing and signed.

• Complete and return the PRICE SHEET ■ (SIGNED) OFFER & CONTRACT AWARD SHEET ■ REFERENCES ■ SUBSTITUTE W-9 ■.

# ATTACHMENT 1 PRICE SHEET

## ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

# **SOLICITATION NO. T05-13-00112**

Item No.	Description	Qty	Unit
10111110.	Boomption	Qty	O'III
1.	Provide and install new panel feeder, new lighting and power systems, per specifications and drawing	1	Lump Sum
	TOTAL GF	ROSS OFFEI	R \$
,			
<u>(                                    </u>		C	ollars and/cents)
Offeror's	Il be based on the Total Gross Offer.  prices shall include all costs for labor, equipm all work, including tax, in accordance with ions.	ent, materia	als and incidentals necessary to
Offeror's complete	prices shall include all costs for labor, equipm all work, including tax, in accordance with ions.	ent, materia	als and incidentals necessary to

IF PAYMENT IS MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE

CAN BE DISCOUNTED BY \_\_\_\_\_\_%

# ATTACHMENT 2 OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

# APPT

# **SOLICITATION NO. T05-13-00112**

# Submit this form with an original signature to the Department OFFER

			OFFER
TO THE STATE OF	F ARIZONA:		
			with all terms, conditions, specifications and amendments of this solicitation vledges receipt of all pages indicated in the Table of Contents.
Federal Employer I	Identification		For clarification of this offer, contact:
No.:			
			Printed Name
Offeror	's (Company) Name		Email Address
	Address		Company Email Address
City	State	Zip	Signature of Person Authorized to Sign Offer
	Phone		Printed Name Date
	Facsimile	SMALL BU	Title USINESS CERTIFICATION
small business mea which employs few	ans a concern, including its ver than one hundred full-tim 101). Procurements estimate	affiliates, which e employees or	elow I certify that the bidding organization is qualified as a small business. An is independently owned and operated, which is not dominant in its field, and which had gross annual receipts of less than four million dollars in its last fiscal nan fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in
		Sign	nature of Person Authorized to Certify Status as Small Business
	ACCEPTANCE OF OFFE		RACT AWARD (FOR STATE OF ARIZONA USE ONLY)
Your bid is hereby	accepted.		
The contractor is n the contractor's bid	ow bound to perform based as accepted by the state.	upon the solicit	tation, including all terms, conditions, specifications, amendments, etc., and
This contract shall	henceforth be referred to as	Contract No.	
PROVIDE/INSTAL	L NEW POWER AND LIG	HTING SYSTEI	M – I-10/I-19 INTERCHANGE
The contractor is huntil contractor rec	ereby cautioned not to come eives a purchase order doc	mence any billal ument.	ble work or provide any material, service or construction under this contract
			State of Arizona
			Effective this day of 2005
			Michelle Carmichael, CPPB Awarded Date As Procurement Officer and not personally

# ATTACHMENT 3 REFERENCES

# ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

## **SOLICITATION NO. T05-13-00112**

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. These references may be checked, so please make sure all information is accurate and current.

A.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:
В.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:
0	ODO ANIZATIONI
C.	ORGANIZATION:
	ADDRESS:
	CITY/STATE/ZIP CODE:
	CONTACT:
	TELEPHONE NUMBER:
	DATE OF CONTRACT INITIATION:
	TYPE OF SERVICES PROVIDED:

# INSERT SUBSTITUTE W-9 FORM HERE

# EXHIBIT 1 PRIOR APPROVAL REQUEST FORM

#### ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

# **SOLICITATION NO. T05-13-00112**

The Offeror, in compliance with SPECIAL INSTRUCTIONS TO OFFERORS, submits the following to request approval to substitute materials and/or equipment as indicated below. Complete one form per substitutions.

<u>Sectio</u>	<u>n</u> <u>Page</u>	Paragraph/Line	Specified Item
Propos	sed Substitution:		
		ription, drawings, photogra lodel numbers, finishes, o	aphs, performance and test data, and other information necessary for ptions., etc.
A.		ired to building design (ard itution? Yes No	chitecturally, structurally, mechanically or electrically) in order to properly
	If yes, explain in detai	l:	
B.	Will the undersigned psubstitution? Yes		g design, including engineering and drawin costs, caused by requested
C.	Does the proposed su Yes No	obstitute comply in all respons	ects with the specified product?
If there	e are any differences be	tween proposed substitution	on and specified item, please list them below.
	Specified Item		Proposed Substitution

# EXHIBIT 1 PRIOR APPROVAL REQUEST FORM

## ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement 1739 West Jackson Street, Suite A, MD 100P Phoenix, Arizona 85007-3276 Phone: (602) 712-7211

# **SOLICITATION NO. T05-13-00112**

D.	Does substitution affect Drawing dimensions? Yes No  If Yes, explain in detail:
E.	What effect does substitution have on other trades?
F.	Does manufacturer's warrant of proposed substitution differ from that specified? _
G.	Will substitution affect progress schedule? Yes No If yes, explain in detail:
H.	Will substitution require more license fees or royalties than specified product? Yes No If yes, explain detail:
I.	Will maintenance and service parts be locally available for substitution? Yes No If no, explain in detail:
<u>Subr</u>	itted by:
Sign	ature
	Name For Architect's/Engineer's Use Only:
Add	ess Accepted Accepted as Noted
	Not Accepted Received Late
Date	
Date	rks:hone Number:



# EXHIBIT 2 STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: <u>ARIZONA DEPARTMENT OF TRANSPORTATION</u> PROJECT TITLE: New Lighting & Power System – I-10/I-19 Interchange CONTRACT NUMBER:

PRODU	PRODUCER		COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING		
				А			
INSURE	D			В			
				С			
				D			
THIS IS	TO CERTIFY THAT THE POLICIES OF INSURA	NCE LISTED BELOW HAVE	BEEN ISSUED 1	O THE INS	URED NAMED ABOVE FOR	THE POLICY PERIOD INDICATED.	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFE DATE (MM/DE	-	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	(,000)
	GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY COCCURRENCE CLAIMS MADE OWNER'S & CONTRACTOR'S PROT. PER PROJECT PRODUCT/COMPLETED OPERATIONS					GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	\$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  SCHEDULED AUTOS  HIRED AUTOS  NON-OWNED AUTOS  GARAGE LIABILITY					COMBINED SINGLE LIMIT  BODILY INJURY (PER PERSON)  BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ \$ \$
	PROFESSIONAL LIABILITY  TYPE  CLAIMS MADE  OCCURRENCE					EACH OCCURRENCE AGGREGATE	\$ \$
	EXCESS LIABILITY  UMBRELLA FORM  OTHER THAN UMBRELLA FORM					EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY					STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$
	BUILDERS RISK						
	OTHER:						
DESCRI	PTION OF OPERATIONS / LOCATIONS / VEHI	CLES / SPECIAL ITEMS:				1	
THIS CE	OF ARIZONA AND THE STATE AGENCY NAMI ERTIFICATE SHALL BE PRIMARY AND ANY ISIONS SHALL BE EXCESS AND NOT CONTRI RTHER AGREED THAT NO POLICY SHALL E)	INSURANCE OR SELF-INS IBUTORY INSURANCE TO T	URANCE PROG HAT PROVIDED	RAM CAR BY THE NA	RIED BY THE STATE OR A	ANY OF ITS AGENCIES, BOARDS, DE	EPARTMENTS OR
	N NOTICE TO THE STATE. THIS CERTIFICATE						(,
	CERTIFICATE HOLDER / ADD	DITIONAL INSURED		AUTHOR	RIZED REPRESENTATIVE OF	THE INSURANCE COMPANY	

State of Arizona Arizona Department of Transportation 1739 W. Jackson St., Suite A, MD 100P	
Phoenix, AZ 85007-3276	
	SIGNATURE DATE:

RMD COI(9/1/93) Rev, 12/99